



# महाराष्ट्र शासन राजपत्र

असाधारण

प्राधिकृत प्रकाशन

वर्ष ४, अंक ७० ]

सोमवार, डिसेंबर १०, २०१८/अग्रहायण १९, शके १९४०

[ पृष्ठे १५, किंमत : रुपये १८.००

स्वतंत्र संकलन म्हणून फाईल करण्यासाठी प्रत्येक विभागाच्या पुरवणीला वेगळे पृष्ठ क्रमांक दिले आहेत.

## भाग एक-अ—नागपूर विभागीय पुरवणी

(भाग चार- ब मध्ये प्रसिद्ध करण्यात आलेले आहेत त्यांव्यतिरिक्त) केवळ नागपूर विभागाशी संबंधित असलेले महाराष्ट्र जिल्हा परिषदा व पंचायत समित्या, ग्रामपंचायती, नगरपालिका बरो, जिल्हा नगरपालिका, प्राथमिक शिक्षण व स्थानिक निधी लेखापरीक्षा अधिनियम या अन्वये काढण्यात आलेले आदेश व अधिसूचना.

भाग १-अ (असा.) (ना.वि.पु.) म. शा. रा., अ. क्र. २३०.

BY VICE-CHAIRMAN AND MANAGING DIRECTOR

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.—

(Maharashtra Act No. XXXVII of 1966)

No. MADC-MIHA-183 III-1168-2018.—

WHEREAS, the Maharashtra Airport Development Company Limited, a Government Company, has been appointed as a Special Planning Authority under sub-section (IB) of section 40 of the Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966) (hereinafter referred to as 'the said Act') for the notified area as specified in the Schedule to the Government Notification Urban Development Department, No. TPS 2401-1494-CR-238-02-UD-9, dated 4<sup>th</sup> February 2003; and the modifications thereto made by the Government, from time to time for development of the 'Multi-modal International Hub Airport at Nagpur (MIHAN)'.

AND WHEREAS, the Government of India, Department of Commerce, has, by Notification No. S. O. 845 (E), dated the 29th May 2007, issued under sub-section (1) of Section 4 of the Special Economic Zones Act, 2005 (28 of 2005) and in pursuance of rule 8 of the Special Economic Zones Rules, 2006, notified certain area falling within the MIHAN notified area, Nagpur in the State of Maharashtra as a Special Economic Zone;

Now, therefore, in exercise of the powers conferred by Section 159 read with Section 40(3) and Section 118 of the said Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966) and of all other powers enabling it in that behalf, the Maharashtra Airport Development Company Limited hereby makes, with the previous approval of the State Government, the regulations for disposal of land vesting in, or acquired by, the Maharashtra Airport Development Company Limited, as follows :

The Multi-modal International Hub Airport at Nagpur (Disposal of Land) Regulations, 2018 has been approved by the Board in its 48<sup>th</sup> meeting held on 13<sup>th</sup> November, 2014, 56<sup>th</sup> meeting held on 06<sup>th</sup> October, 2016, 63<sup>rd</sup> meeting held on 18<sup>th</sup> April, 2018 and 64<sup>th</sup> meeting held on 10<sup>th</sup> August, 2018.

Maharashtra Airport Development Company Limited appoints on 10<sup>th</sup> December 2018 to be the date on which the said Regulations shall come into force as Annexure 'A' in the State, and the Multi modal International Hub Airport at Nagpur (Disposal of Land) Regulation, 2018 as Annexure 'B'.

#### ANNEXURE 'A'

In exercise of the powers, conferred under sub-clause (2) of Clause 1 of "the Multi-modal International Hub Airport at Nagpur (Disposal of Land) Regulations, 2018" (hereinafter referred as "the said Regulations"), framed under Section 159 read with Section 40(3) and Section 118 of the Maharashtra Regional and Town Planning Act, 1966, Maharashtra Airport Development Company Limited hereby appoints on 10<sup>th</sup> December, 2018, to by the date on which the said Regulations shall come into force in the State.

#### ANNEXURE 'B'

The Multi-modal International Hub Airport at Nagpur (Disposal of Land) Regulations, 2018\*

#### CHAPTER—I

#### PRELIMINARY

#### 1. Short title, Commencement and Application. —

- (1) These regulations may be called "The Multi-modal International Hub Airport at Nagpur (Disposal of Land) Regulations, 2018".
- (2) They shall come into force on the date of their publication by the notification in the official Gazette. \* \*
- (3) These regulations shall apply to all the lands vesting in, or acquired by, the Maharashtra Airport Development Company Limited:

Provided that, in the event of any conflict between these Regulations and the terms and conditions mentioned in the Allotment Letter/Allocation Letter, Agreement to Lease or Lease Deed/Indenture of Lease, entered into by the Company before the commencement of these Regulations, the provisions made in any such documents shall prevail.

#### 2. Definitions.- In these regulations, unless the context otherwise requires,-

- (1) "**Act**" means the Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966) ;
- (2) "**apartment**" means a building or a part of a building, fully or partly constructed, or proposed to be constructed, with sanctioned plans, intended for any type of independent use, such as residence, industry, office, practice of any profession or for carrying on any occupation or trade or business ;
- (3) "**Company**" means the Maharashtra Airport Development Company Limited incorporated under the Companies Act, 1956 (Act No. I of 1956) ;
- (4) "**Concluded Agreement**" means an offer of the intending lessee as accepted by the Company;

\* Previous approval of the State Government obtained *Vide* letter no. 44/2018/UD-9, Dated 05th November, 2018.

\* \* Date of Commencement of this Regulation is the 10th December, 2018 MADC Notification No MADC/MIHA/183 III/1168, dated 3rd December, 2018.

- (5) “**Delayed Payment Charge**” means the charge determined by the Company, from time to time, in relation to the failure in payment within the period prescribed therefor or for grant of extension for payment of any dues of the Company ;
- (6) “**Government**” means the Government of Maharashtra ;
- (7) “**Land**” includes benefits to arise out of land, and things attached to the earth, or permanently fastened to anything attached to the earth, and also shares in or charges on, the revenue or rent of villages, or other defined portions of territory;
- (8) “**Lease**”, “**Lessor**” and “**Lessee**” shall have the meanings assigned to them under section 105 of the Transfer of Property Act, 1882( Act IV of 1882);
- (9) “**Managing Director**” means the Vice Chairman and Managing Director of the Company, appointed by the Government; and includes any officer of the Company, specially authorised by the Company to exercise the powers and to perform functions of the Managing Director under these regulations ;
- (10) “**MIHAN**” means Multi-modal International Hub Airport at Nagpur,
- (11) the expression “**other work**” means any work in relation to the user or purpose for which the plot is agreed to be leased ;
- (12) the expression “**plot**” means a piece of land set apart for independent development and forming part of the proposal of the Company for developement of land or a part of draft or sanctioned development plan or a scheme prepared by the Company ;
- (13) the expression “ **project affected person**” means an affected person within the meaning assigned to the affected person under the relevant Act as applicable to the MIHAN Notified area, Nagpur ;
- (14) the expression “**specified rate of lease premium**” means the market rate, as specified by the Company, from time to time with regard to the use and floor space index of the plot ;
- (15) the expression “**special economic zone**” shall have meaning assigned to it in the Special Economic Zones Act, 2005 (28 of 2005)(hereinafter referred to as the “SEZ Act”);
- (16) the expression and words used herein and not defined but are defined in the Maharashtra Regional and Town Planning Act, 1966 (Mah.XXXVII of 1966) and SEZ act, 2005, (28 of 2005) shall have the meanings assigned to them in each of the respective Acts.

## CHAPTER—II

### *CONDITIONS FOR DISPOSAL OF PLOTS*

**3. Demarcation of Plots.** -The Managing Director shall divide the lands vested in, or acquired by the Company into disposable plots having regard to their size and use and shall demarcate them accordingly.

**4. Determination of small size plot and large size plot.**-The Company may decide, from time to time, the area of the small size plot and the large size plot within the land vested in, or acquired by the Company.

**5. Manner of disposal of plot.**-The Company shall dispose of plots on lease by inviting public tenders or by public auction, except for the following categories; namely:-

- (1) **The plots in the special economic zone processing area** ( hereinafter referred to as “the processing SEZ”).—
  - (a) to the entrepreneurs to set up unit or units as defined in the SEZ Act, or

(b) to the co-developers for the purpose of development as specified in SEZ Act ;

by considering individual applications or by publishing a scheme as may be decided by the Company, from time to time, based on demand for such plots, at specified rate of lease premium.

(2) **The plots, outside processing SEZ,—**

(a) to the Government of India, the Government of Maharashtra, any undertaking fully owned by any of these Governments, to the local authorities, or autonomous bodies constituted by the Government of India or Government of Maharashtra under any Act for any public purpose, foreign Government Consulates, at specified rate of lease premium ;

(b) to the project affected persons, under the 12.5 % land allotment scheme or under the re-settlement scheme or both, at the rates of lease premium determined by the Government ;

(c) to the registered public charitable trust/company with Charitable objects formed under Companies Act, for educational, social, medical and sports activities, having regard to the guidelines approved by the Government, from time to time, at specified rate of lease premium by inviting application through advertisement; and such public trust shall not be allowed to transfer or change the user of plot during the subsistence of agreement to lease or lease deed; and where the public trust/company fails to use it for the specific purpose for which it is granted or the same is used for the purpose or purposes other than such specific purpose, it shall be lawful for the company to resume the land ;

(d) to an interested person for setting up industry, by publishing a scheme as may be decided by the Company, from time to time, based on demand for such plots, at specified rate of lease premium ;

(3) **Allotment of odd-shaped land :-**The Managing Director may allot to the adjoining lessee or licensee odd-shaped land, which otherwise cannot be disposed of for the reasons of non-availability of access or is not developable due to its odd-shape or for any other reason, for the same use and with the same floor space index (hereinafter referred to as “the FSI”) as the original plot has, at the specified rate of lease premium of the adjoining plot, prevailing at the time of allotment of such odd-shaped land or at the rate at which the original plot is allotted, whichever is higher.

Provided that if the area of the odd-shaped land is more than 500 sq. mtr., the allotment shall be made with the approval of the Company.

**6. Grant of leave and licence.-** On receipt of an application from any interested person, the Managing Director may, on payment of licence fee at the rate or rates as may be determined by the Company, from time to time, allot plot on leave and licence basis for a period not exceeding five years, for maintenance of garden, playground, burial ground, crematorium, temporary labour camp or for any other temporary purpose in relation to development of MIHAN project, who shall not create permanent encumbrance or any other right whatsoever on the plot.

Provided that in case of Burial ground and Crematorium, the allottee shall take necessary permission/ NOC from the respective authorities, as per the rules applicable, thereto.

**7. Payment of earnest money deposit.-**Every offer submitted to the Company for allotment of plot shall be accompanied with the payment of earnest money deposit, the amount of which shall be determined by the Company.

## 8. Payment of lease premium.-

- (1) On acceptance of the offer by the Company, the lease premium agreed to be paid by the intending lessee shall be paid in instalments, after adjusting therefrom the earnest money deposit in the following manner, namely :-
  - (a) **Small size plot in processing SEZ and outside processing SEZ.**-the lease premium shall be paid in two equal instalments, of which the first within forty five days, and the second within ninety days, from the date of receipt of allotment letter.
  - (b) **Large size plot in processing SEZ and outside processing SEZ.**-the lease premium shall be paid in three equal instalments, of which the first within thirty days, the second within ninety days and the third within one hundred eighty days from the date of receipt of allotment letter.
  - (c) Subject to the conditions set out hereunder, the Managing Director may, extend, from time to time, the foregoing periods of payment of instalments, so that the total period of extension shall not be, in any case, exceed one hundred and eighty days in aggregate, on payment of delayed payment charge for such extension :
    - (i) in case of small size plot, the period of extension for the payment of the first instalment shall not exceed sixty days ;
    - (ii) in case of large size plot, the period of extension shall not exceed thirty days for the first instalment, and sixty days for the second instalment;
- (2) On failure of the intending lessee or co-developer to pay the lease premium within the stipulated period as aforesaid including the extended period, if any, the concluded agreement shall stand determined and the earnest money deposited shall stand forfeited and in addition to the earnest money deposit, so forfeited, 25% of the amount of instalment or instalments of the lease premium paid shall also stand forfeited to the Company, without prejudice to the rights of the Company to recover compensation for loss or damage, if any, suffered in consequence of such default.
- (3) **Allotment of excess area of plot :-**Before execution of an agreement to lease or, as the case may be, lease deed in case of co-developer in processing SEZ, if the area of the plot is found in excess of the area represented in the allotment letter then, it shall be the sole discretion of the Managing Director, (i) to allot this excess area to the intending lessee or co-developer at the specified rate of lease premium, prevailing at the time of such allotment or the rate at which the allotment of original plot was made, whichever is higher, or (ii) treat such excess area as a separate plot.

Provided that such excess area shall not be more than 5% of the area in allotment letter or 500 sq. mtr. whichever is less.

## 9. Execution of agreement to lease :- (1) Allotment of plot in processing SEZ to an entrepreneur,-

- (a) immediately after full and final payment of the agreed amount of lease premium and any other charges payable to the Company, the Company shall give to the intending lessee the No Objection Certificate to obtain a letter of approval to set up unit or units and to undertake the operations on the plot under the provisions of the SEZ Act,
- (b) within ninety days from the date of receipt of No Objection Certificate, the intending lessee shall obtain a letter of approval as stated in clause (a) and shall execute with the Company an agreement to lease,
- (c) in the event the intending lessee is unable to obtain the letter of approval during the aforesaid period of ninety days, it shall be lawful for the Managing Director to extend the aforesaid period of ninety days for such further period not exceeding ninety days,

- (2) Allotment of plot to co-developer in processing SEZ or any person outside processing SEZ- Immediately after full and final payment of agreed amount of lease premium and any other charges payable to the Company, the intending lessee shall execute the agreement to lease and co-developer shall execute lease deed within a period of thirty days from the date of such payment as aforesaid, or within such period not exceeding hundred and twenty days as the Managing Director may extend.
- (3) Any extension granted under this regulation shall be subject to the condition that the intending lessee or co-developer pays to the Company the watch and ward charges at the rate as may be determined by the Company, from time to time.
- (4) On execution of the agreement to lease or lease deed, the intending lessee or, as the case may be, co-developer, shall have the licence and authority to enter upon the plot to fulfil the conditions of the agreement to lease or lease deed, and shall pay the requisite stamp duty thereon and get it registered under the Registration Act, 1908 (XVI of 1908).

**10. Termination of concluded agreement.**-Except in cases covered by sub-clauses (a) and (b) of clause (2) of regulation 5, where the agreement to lease or lease deed is not executed within the specified period or extended period under these regulations, the agreement concluded between the Company and intending lessee or, as the case may be, co-developer, shall be liable to be terminated ; and in the event of termination of the concluded agreement, the earnest money deposit, along with 25% of the amount of instalments of the lease premium, if any, paid, shall be forfeited without prejudice to the rights of the Company to recover compensation for loss or damage, if any, suffered in consequence of such default by the intending lessee or co-developer.

**11. User and FSI of Plot.**-The agreement to lease or lease deed shall specify user and the FSI permitted to the plot, which shall not be changed or increased without the prior written permission of the Company and without the payment of prescribed additional premium and other charges, if any, as determined by the Company, from time to time.

**12. Payment of service charges.**-Immediately after the expiry of the period stipulated for the completion of construction of building, structure and other work on plot, but where such construction is allowed in phased manner then on expiry of period for the first phase, or immediately after the grant of occupancy certificate either in part or in full from the Town Planning Officer, whichever is earlier, the intending lessee or co-developer shall pay service charges towards establishing and maintaining civic amenities such as road, street light, water, drainage, conservancy and other civic services at such rate as the Company may determine, from time to time, regardless of any benefit derived or not by him for such amenities or services.

**13. Time for completion of construction.-**

- (1) **On small size plot within or outside processing SEZ,**—(a) Subject to provisions of sub-clause (b), the intending lessee or, as the case may be, co-developer, shall complete within the period of four years from the date of agreement to lease or, lease deed, the construction of the building, structure or other work, consuming at least 75% of the permitted FSI on the plot, in accordance with the provisions of the Development Control Regulations and shall accordingly obtain occupancy certificate from the Town Planning Officer.  
 (b) Where,—  
 (i) the intending lessee is an entrepreneur and holds a valid letter of approval;  
 (ii) a co-developer holds or obtains a valid letter of approval within one hundred and eighty days from the date of lease deed, he shall complete the construction of the building, structure or other work, consuming at least 50% of the permitted FSI on the plot.
- (2) **On large size plot within or outside SEZ,**—(a) Subject to provisions of sub-clause (b), the intending lessee or, as the case may be, co-developer, shall complete the construction of the

building, structure or other work, consuming at least 50% of permitted FSI on the plot, in maximum three phases, in that, upto three years, first phase 20% upto five years, second phase 30% and upto seven years, third phase 50% in accordance with the provisions of the Development Control Regulations and shall accordingly obtain occupancy certificate from the Town Planning Officer.

(b) Where,-

- (i) the intending lessee is an entrepreneur, and holds a valid letter of approval;
- (ii) a co-developer holds or obtains a valid letter of approval within one hundred and eighty days from the date of lease deed ;
- (iii) a co-developer or any other allottee outside processing SEZ and proposes to carry out construction of building, structure or other work by laying sub-plots on the plot, then within the period of ninety days from the date of agreement to lease or, as the case may be, lease deed, shall obtain the approval of the layout from the Town Planning Officer, and shall carry out such construction gradually sub-plotwise by consuming the entire FSI allocated to the respective sub-plot from within the permitted FSI on the plot.

**(3) Nothing in this regulation shall,—**

- (a) apply to the intending lessee covered by sub-clause (a) of clause (2) of regulation 5, or the project affected persons under sub-clause (b) of clause (2) of regulation 5, provided the project affected person has not transferred the plot.
- (b) prevent the intending lessee or , as the case may be, co-developer, to consume more FSI, within the limit of the permitted FSI on the plot, during any period provided hereinabove.

**14. Extension of period for completion of construction.**-If the intending lessee or, as the case may be, co-developer, is not able to complete the construction of building, structure or other work as stipulated in regulation 13, the Managing Director may, on the request of the intending lessee or co-developer and on payment of the additional premium as may be determined by the Company, from time to time, grant extension of period in the following manner, namely :

**(1) small size plot.-**

- (a) in case of plot within processing SEZ, the period of extension shall not exceed five years, so however that such extension shall not exceed one year at a time and shall not be beyond the last day of validity period of letter of approval, and that every such extension of period shall be for the balance FSI ;
- (b) in case of plot outside processing SEZ, the period of extension shall be year to year and that every such extension of period shall be for the balance FSI.

**(2) large size plot.**-(a) in case of plot within processing SEZ, the period of extension shall not exceed five years, so however that such extension shall not exceed one year at a time and shall not be beyond the last day of validity period of letter of approval, and that every such extension of period shall be for the balance FSI;

- (i) in the case of entrepreneur, the period of extension for completion of first phase shall not exceed two years ;
- (ii) in the case of co-developer, the period of extension for completion of each of the first and second phases shall be for one year.
- (b) where plot is outside processing SEZ, then the period of extension shall be granted gradually on completion of construction phasewise and such extension of period shall not exceed one year at a time.

**15. Termination of agreement to lease and revocation of licence.-**

The Company shall have the power,-

- (1) (a) to terminate the agreement to lease or as the case may be, lease deed and revoke the licence or lease right, granted therein, if the intending lessee or, as the case may be, co-developer, fails,-
  - (i) to complete the construction of building, factory, structure or other works and to obtain the occupancy certificate from the Town Planning Officer as stipulated in regulation 13 or within the period extended under regulation 14, or
  - (ii) to commence construction within 2nd years from the date of agreement to lease in the case of small size plot allotted to intending lessee outside processing SEZ, or
  - (iii) to commence construction within six years from the date of agreement to lease in the case of large size plot allotted to intending lessee outside processing SEZ, or
  - (iv) to observe any of the conditions of the agreement to lease or lease deed, or where the plot in processing SEZ allotted to an entrepreneur or to a co-developer, the letter of approval is not in subsistence, as the case may be, or
- (b) otherwise, to continue the allotment of the said plot with the intending lessee or co-developer on payment of such fine or premium, in addition to any other premium, payable under these regulations, as may be decided by the Company.
- (2) Notwithstanding anything contained in sub-regulation (1), where the large size plot within or outside processing SEZ having more than one sub-plots in the approved layout, the Company may partially terminate the lease and take back from the intending lessee or, as the case may be, co-developer, Possession of the vacant sub-plot together with the FSI permissible thereon and shall have the right to enjoyment of the common infrastructural facility provided in the plot and with clear marketable title forever, free from all encumbrances and without making refund of any premium paid and thereupon the agreement to lease or lease deed shall be suitably amended, so as to enable the intending lessee or co-developer to retain the balance portion of the plot.

**16. Restrictions against transfer of rights derived under agreement to lease.-**

- (1) Save as otherwise provided in the agreement to lease, the intending lessee shall not transfer wholly or partially the rights, benefits and interest he derives in respect of the plot agreed to be leased to him, unless :-
  - (a) the Company agrees for such transfer, the Company shall be the consenting party to the instrument to be executed with the transferee,
  - (b) the intending lessee pays to the Company the transfer charges at the rate as may be determined by the Company from time to time,
  - (c) the transferee shall fulfil all eligibility conditions, prescribed by the Company for allotment of such plot,
  - (d) in the instrument by which the intending lessee transfers his rights, benefits and interest in respect of the plot, he shall impose upon the person to whom such rights, benefits and interest are transferred, to perform and observe all the conditions stipulated in the agreement to lease :

Provided that, where the plot is agreed to be leased under sub-clauses (a) and (c) of clause (2) of regulation 5, transfer of such rights, benefits and interest shall not be permitted.

- (2) Notwithstanding anything contained in sub-regulation (1),-



- (a) the intending lessee in whose favour an agreement to lease has been executed, may, with the prior written permission of the Managing Director, mortgage the plot to the Central Government, any State Government, Life Insurance Corporation of India, the Maharashtra State Finance Corporation, the Schedule Bank, Employer of the intending lessee or any other Financial Institution as may be approved by the Company, from time to time for obtaining loan for constructing thereon building, factory, structure, or any other work in accordance with the plan approved by the Town Planning Officer,
- (b) transfer of any rights derived under the agreement to lease executed in favour of a private company, co-operative society or apartment owner or partnership firm shall include the transfer of share or shares by the shareholders of a private company registered under the Companies Act, 1956 (I of 1956) or by the members of a co-operative society registered under the Maharashtra Co-operative Societies Act, 1960 (Mah. XXIV of 1961), or the transfer of apartment by the apartment owner under the Maharashtra Apartment Ownership Act, 1970 (Mah. XV of 1971) or by the partners of a partnership firm registered under the Indian Partnership Act, 1932 (IX of 1932), in which case the transfer charges in proportion according to the extent of the share or shares so transferred or at the rate determined in that behalf by the Company from time to time shall be recovered.

### CHAPTER - III

#### *SURRENDER OF PLOT*

#### **17. Circumstances for surrender of plot.-**

The Company may, in its discretion, permit surrender of a plot under the circumstances subject to such terms and conditions and in the manner as provided herein below :-

- (1) In the case falling under sub-regulation (1), or as the case may be, sub-regulation (2) of regulation 15, surrender of the plot may be permitted on forfeiture of the 10% of the amount of lease premium and whole of any other amount towards any charges or whatever paid by the intending lessee to the Company,-
  - (a) where an agreement to lease is executed but has not been registered, it will be cancelled by entering into a deed of cancellation ;
  - (b) where an agreement to lease has been executed and registered, cancellation of such agreement shall be made by entering into a deed of re-conveyance of land to the Company ;
  - (c) the expenses in this behalf shall be borne by the intending lessee.
- (2) The Company shall not be liable in any manner whatsoever for such surrender under this regulation.

### CHAPTER - IV

#### *GRANT OF LEASE*

#### **18. Conditions of lease.-**The Company may, from time to time dispose of plots on lease on the following amongst other conditions, namely:-

- (1) **Term of lease.** -The lease shall be granted in consideration of premium or rent or both premium and rent, for a term not exceeding 99 years.
- (2) **Grant of Lease.**-Soon after the intending lessee other than the co-developer in processing SEZ, obtains the Occupancy Certificate for the building, factory, structure or other work, in accordance with the terms and conditions stipulated in the agreement to lease and if the intending

lessee has observed all the stipulations and the conditions of the agreement to lease, the company shall grant and the intending lessee shall accept a lease of the plot, along with building, factory, structure or other work erected thereon (hereinafter referred to as the “demised premises”), and the period of lease shall commence from the date of agreement to lease. In case of co-developer the period of lease shall commence from the date of lease deed.

- (3) **Payment of rates, taxes, rents and other charges.**-The lessee shall, during the continuance of the lease, pay to all concerned authorities all rates, taxes, rents and other charges including land revenue due or becoming due in respect of the demised premises.
- (4) **user of plot and consumable FSI.**-Subject to sub-clause (5) of clause 18, every lease shall specify user and the FSI permitted to the demised premises, which shall not be changed or, as the case may be, increased without the prior written permission of the company and without the payment of prescribed additional premium and any other charges as may be determined by the Company, from time to time.
- (5) **To build according to development control regulations in force.**-At anytime during the period of lease, the lessee shall not erect any building or structure on any portion of the demised premises except with the prior written permission of the Planning Authority and in accordance with the development control regulation for the time being in force.
- (6) **Prohibition against assignment of leasehold rights.**-
  - (a) Except where it is specifically provided in the lease deed, or the lessee performs the conditions set out hereunder to the satisfaction of the Company, the lessee shall not assign, mortgage, sub-lease, underlet or otherwise transfer wholly or partly the demised premises or his interest therein or part wholly or partly with the possession of the demised premises or permit any person to use wholly or partly the demised premises (hereinafter referred to as “transfer of the demised premises”) namely:-
    - (i) before the transfer of the demised premises, the lessee shall pay to the company the transfer charges at the rate determined by the Company, from time to time,
    - (ii) the transferee shall fulfil all eligibility conditions, prescribed by the Company for grant of lease of demised premises,
    - (iii) in the instrument of the transfer of the demised premises, the lessee shall impose upon transferee, to perform and observe all the conditions and covenants of the lease of the demised premises.
  - (b) transfer of such rights in respect of plot leased under sub-clauses (a) and (c) of clause (2) of regulation 5 shall not be permitted.
  - (c) nothing contained in clause (6) shall apply to:-
    - (i) sub-lease of the built-up area of demised premises, except in case of plots leased under sub-clauses (a) and (c) of clause (2) of regulation 5, for the same use for which the lease is granted, by giving prior intimation thereof to the company in the form prescribed therefor,
    - (ii) the mortgage, executed with the prior written permission of the Managing Director, of the demised premises or any part thereof to the Central Government, any State Government, Life Insurance Corporation of India, The Maharashtra State Finance Corporation, any of the Schedule Bank, Employer of the intending lessee/co-developer or any other Financial Institution, as may be approved by the Company, from time to time,
    - (d) the expression ‘transfer of demised premises’ shall include the transfer of share or shares by the shareholder of a private company registered under the Companies Act, 1956 (I of 1956) the Companies Act, 2013 (18 of 2013) or by the members of a co-operative society registered under the Maharashtra Co-operative Societies Act, 1960 or the transfer of apartment by the

apartment owner under the Maharashtra Apartment Ownership Act, 1970 (Mah. XV of 1971) or by the partners of a partnership firm registered under the Indian Partnership Act, 1932 (IX of 1932), in which case the transfer charges in proportion according to the extent of the share or shares so transferred or at the rate as may be determined by the Company from time to time, shall be recovered,

- (7) **Delivery of possession on determination of lease.-** The lessee shall, on determination of the lease for any reason whatsoever, deliver possession of the demised premises to the Company.
- (8) **Summary eviction of persons unauthorisedly occupying the plot on determination of lease.-** If, on determination of the lease, any person is unauthorisedly occupying or wrongfully in possession of the plot, it shall be lawful for the Managing Director to secure summary eviction of such person in the manner as provided in the Bombay Government Premises (Eviction) Act, 1955 (Bom. II of 1956).
- (9) **Payment of cost of lease deed.-** The lessee shall pay all costs and expenses, incidental to preparation, execution and registration of lease deed including the stamp duty under the Maharashtra Stamp Act (Bom. LX of 1958) and the registration charges under the Registration Act, 1908 (XVI of 1908).
- (10) **Service of notices.-** Any demand for payment of dues of Company or notice to be given to the lessee shall be sufficiently made or given if sent by the Managing Director or any officer of the Company authorised by the Managing Director, through post by registered letter or in any other manner such as e-mail, fax etc., addressed to the lessee at the address of the lessee in the record of the Company.
- (11) **Preference in employment of labour.-** In employing skilled and unskilled labour the lessee shall give preference to the suitable and competent project affected person, possessing the prescribed qualifications.
- (12) **Determination of lease and power of re-entry.-** the Company shall be entitled to determine the lease and re-enter upon the demised premises in case where,-
  - (a) the Managing Director is satisfied that it is beyond the capacity of the lessee to use the demised premises for the purpose for which they are leased,
  - (b) the lessee fails or neglects to pay the premium or rent or commits a breach of any of these regulations or any of the conditions of the lease,
  - (c) the lessee renounces his character as such by setting up a title in a third person, or
  - (d) the lessee is adjudicated as insolvent,
- (13) **Display of sign board, neon sign or other advertisement.-** The lessee shall not, during the continuance of the lease, affix or display or permit to be affixed or displayed on the demised premises any sign board, sky-sign, neon sign or other advertisement painted, illuminated or otherwise, without the previous consent in writing of the Managing Director, provided that no such consent shall be required in respect of sign board or advertisement of a reasonable size relating to the specified user of the plot by the lessee.
- (14) **Payment of service charges.-** The lessee shall pay to the Company, in the manner and at such rate or rates as the Company may determine, from time to time, as his contribution to the cost of establishing and maintaining civic amenities for the demised premises, such as roads, street light, water, drainage, conservancy and such other work in relation to civic services, regardless of the extent of benefit derived or not by him for such amenities.

## CHAPTER—V

## CONDITIONS RELATING TO DISPOSAL OF APARTMENTS

19. The Company may construct building having apartments or structures on the land vested in, or acquired by, it.

20. **Manner of allotment of apartments.—**

- (1) The apartments shall be disposed of by public tender or by public auction; or for the price at a specified rate through application by lottery system, as may be determined by the Company, from time to time, by publishing a scheme specifying therein the manner of allotment of apartment, schedule for payment of price and the period for execution of agreement and performance of other conditions.
- (2) Notwithstanding anything contained in sub-regulation (1),—
  - (a) the Company may formulate a separate scheme for the allotment of apartment meant for residential use to its permanent employee under welfare measure;
  - (b) the Company may allot apartment to the Government of India or Government of Maharashtra or their fully owned undertakings or to the local authorities or any other authorities constituted under any Central or Maharashtra Act for any public purpose, for the price at specified rate as may be determined by the Company.
  - (c) the Managing Director may allot apartments on leave and licence basis upto a period of seven years, on payment of licence fee at the rate as may be determined by the Company from time to time.

21. **Payment of price and execution of agreement.—**

- (1) The Managing Director may, extend, from time to time, the period determined for payment of instalments of price, not exceeding one hundred and eighty days in the aggregate, on recovery of delayed payment charge.
- (2) In case of default in payment of any instalment by a person to whom the apartment is allotted, the agreement concluded between the Company and him shall be liable to be terminated, except in case covered by clause (b) of sub-regulation (2) of regulation 20. In the event of termination of the concluded agreement, the earnest money deposit, along with the 10% of the instalments paid, shall be forfeited without prejudice to the rights of the Company to recover compensation for loss or damage, if any, suffered in consequence of such default.
- (3) (a) After full and final payment of agreed amount of price and other charges, the allottee, shall execute an agreement with the Company within the period of thirty days from the date of receipt of intimation in that behalf or within such extended period, if any, which shall exceed ninety days on payment watch and ward charges at the rate or rates determined by the Company, from time to time, and thereupon the Company shall deliver possession of the apartment.  
 (b) On failure of the allottee other than the one covered by clause (b) of sub-regulation (2) of regulation 20, the concluded agreement between the Company and the allottee shall be liable to be terminated and such termination, the earnest money deposit, and 10% of the instalments paid, shall be forfeited, without prejudice to the rights of the Company to recover compensation for loss or damages, if any, suffered in consequence of such default.

22. **Grant of lease.—** (1) On full payment of their respective dues to the Company by allottee and on compliance of all terms and conditions of agreement executed with the Company, the Company shall grant and the private company or society, or Association of Apartment owners, as the case may be, shall accept a lease of plot together with apartments constructed thereon for such period as the Company may decide but such period shall not exceed 99 years, which period shall be computed from the date of execution of first agreement in respect of allotment of apartment within the demised plot on which apartments are constructed.

- (2) The allottee of the apartments, shall join in forming and registering a private company under the provisions of the Companies Act, 1956 (I of 1956) or a society under the provisions of the Maharashtra Co-operative Societies Act, 1960 (Mah. XXIV of 1961) or an Association of Apartment Owners under the Maharashtra Apartment Ownership Act, 1970 (Mah. XV of 1971).
- (3) In case of a private company, the Memorandum of Association and Articles of Association of such private company and in case of a society, the Bye-laws adopted by such society or in case of an Association of Apartment Owners, the Declaration and the Bye-laws shall contain the Articles or Bye-laws, as the case may be, as follows, -namely :-

“ During the subsistence of the agreement made between the Maharashtra Airport Development Company Limited and shareholder or member and also during the subsistence of the lease deed made between the Maharashtra Airport Development Company Limited and the private company or society, or Association of Apartment Owners, every shareholder or member, as the case may be, shall be bound by the Multi-modal International Hub Airport at Nagpur (Disposal of Land) Regulations, 2017. ”

“ No shareholder or member shall transfer his or her shares in the private company or society, or apartment owner, or otherwise create third party interest in respect of the apartment allotted to him or her, nor the private company or society or apartment, shall give the permission to its shareholder or member for such transfer, without the prior written permission of the Company. ”

- (4) The apartment owners or private company or society shall, at its own cost, maintain the building or apartments and shall always keep the same in habitable manner.
- (5) The apartment owners or private company or society shall not alter or modify or undertake any structural change to the building or apartments without prior written permission of the Company.

### 23. Restrictions against transfer of apartment.—

- (1) Except where it is specifically provided in a particular scheme, the allottee, shall not, before the execution of agreement, transfer the rights, benefits and interest he derives in the apartment allotted to him :

Provided that, in a deserving case, if the allottee fulfils satisfactorily the terms and conditions of allotment of apartment, the Managing Director may, on payment of transfer charges as may be fixed from time to time, and on execution of such documents as may be required in respect thereof, allow such transfer only to a person who fulfils the eligibility criteria.

- (2) After the execution of agreement or lease deed, the apartment owner shall not assign, mortgage, sub-lease or otherwise transfer wholly or partly the apartment allotted to him or his interest therein or shall not part with the possession of such apartment without the prior written permission of the Managing Director, which permission shall, on the request of the apartment owner, be granted on payment of transfer charges at the rate as may be determined by the Company, from time to time :

Provided that, in the instrument by which the apartment is proposed to be transferred, the apartment owner shall impose upon the transferee an obligation to perform the conditions of the agreement executed with the Company and the covenants of the lease granted to a company or to the society, or the apartment owner, or Association of Apartment Owners, as the case may be.

- (3) Nothing contained in this regulation shall apply to.—
  - (a) the allottee giving on leave and licence the apartment for the same use for which it is allotted, with prior intimation thereof to the company in the form prescribed therefor,
  - (b) the apartment or any part thereof, mortgaged to the Central Government, any State

Government, Life Insurance Corporation of India, the Maharashtra State Finance Corporation, any Nationalized Bank, employer of the apartment owner or any other Financial Institution as may be approved by the Company from time to time, as a security for loan, which the apartment owner intends to borrow from any of them, for any purpose any time, but where such loan covers the period until the execution of agreement, then such loan shall be for paying to the Company, the price of the apartment.

**(4) Transfer of apartment to legal heirs or representatives,—**

- (a) in case of death of the apartment lessee, before the lease deed is executed by the Company with a private company or a society or with the apartment lessee, the apartment shall be transferred to the legal heirs of deceased apartment owner, as may be declared by a Court of Law by the Succession Certificate or by legal Heirship Certificate or in case of a Will made by the deceased apartment lessee, by a probate or letters of administration or succession certificate.
- (b) Save as otherwise provided in clause (a), the respective private company or a society or an Association of Apartment Owners, as the case may be, shall transfer the shares of the deceased apartment lessee, to his or her legal heir and inform to the Company about such transfer with the details of the legal heirs, in whose name transfer is effected.

**24. Power to determine agreement or lease deed.-** The agreement of apartment or, as the case may be, lease deed is liable to be determined by the Company and the apartment or, as the case may be, leased land shall be resumed in case where,—

- (1) the apartment owner, or private company or society commits a breach of any of the conditions of agreement or any of these regulations and further fails to remedy the said breach within a maximum period of one hundred and eighty days from the date of issue of the notice in respect thereof by the Company, or
- (2) the apartment owner, private company or society fail to observe any of these regulations or conditions or covenants of the lease, or also fails to restrain its shareholders or members or apartment owners, as the case may be, from committing any breach of the conditions of letter of allotment of apartment, agreement, lease, or any of these regulations, or fails to pay rent, land revenue, cess or charges assessed or which may be assessed on the land and building or buildings.

**25. Payment of rent, taxes and other charges.-** The apartment owner, the private company, or society shall, during the continuance of the agreement or lease, pay all rents, taxes and other charges due and becoming due in respect of the apartment and plot of land leased for that purposes.

**26. Payment of land revenue.-** The apartment owner, private company, society or an Association of Apartment Owners shall, during the continuance of the lease, pay the land revenue, cess or charges assessed or which may be assessed on the leased premises.

**27. Delivery of possession on determination of agreement or lease.-** The apartment owner, the private company, or society, shall, on determination of the agreement, or as the case may be, lease, deliver possession of apartment, or as the case may be, plot of land leased for that purpose by the Company.

**28. Summary eviction of unauthorised occupants.-** If, on determination of the agreements of apartment, or as the case may be, lease of plot, any person is unauthorisedly occupying or is wrongfully in possession of the apartment, or as the case may be, leased plot, it shall be lawful for the Managing Director to secure summary eviction of such person in the manner as provided by the Bombay Government Premises (Eviction) Act, 1955 (Mah. Act No. 11 of 1956).

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**29. Notice, Termination, determination of lease, etc.-** Where the Company exercises the power to terminate or determine or to resume the plot or apartment, under any of these regulations, then the Company shall, by notice in writing served on the intending lessee, lessee or allottee, resume the plot or demised premises, and on receipt of such notice by the intending lessee, lessee or allottee, the plot or demised premises shall be, and shall be deemed to have been, resumed by the Company; and the intending lessee, lessee or allottee shall not be entitled to claim any refund of premium or any other amount towards any charges or whatever paid by the intending lessee, lessee or allottee to the Company; and within one month from the date of receipt of such notice, the intending lessee, lessee or allottee may, subject to his having paid the taxes, rates, cess, assessment and arrears of lease premium and other charges, if any, remove and take away all things attached to the earth and all his other belongings and restore the possession of the plot or apartment in as good condition as it was in at the time when he was put in possession thereof; and on his failure to do so within the period of one month as aforesaid, the intending lessee, lessee or allottee shall not be entitled to claim any compensation or allowance on account of building, or any erection made on the said plot or apartment or towards any materials, plants, or whatsoever things lying on the said plot or demised premises.

**30.** Notwithstanding anything contained in these regulation or agreement to lease or lease deed, it shall be lawful for the Company to resume any plot or any part thereof if required by the Company for its own purpose or for any public purpose, in which case a declaration made by the Managing Director with the approval of the Company, that the plot or anypart thereof is so required shall, as between the intending lessee or lessee and the Company, be conclusive.

**31.** Nothing contained in these regulations shall preclude the Company include any other provisions or conditions or covenants in the agreement to lease apartment, agreement to lease or lease deed.

**32. Permission for temporary use of plot.-** The Managing Director may, on payment of fee or charges, as he may determine from time to time, give permission to use temporarily a plot for holding a circus, carnival, fair, exhibition, performance, meeting or other show.

**33.** With a view to have efficient and effective implementation of these regulations and in public interest, it shall be lawful for the Company to draw up any policy or lay down guidelines not being inconsistent with, or in derogation of, the provisions of these regulations.

**34. Delegation.-** The Managing Director may delegate the powers vested upon him to any other Officer of the Company, as he may deem fit.

**35. Relaxation of regulations.-** The Company may, with the previous approval of the Government, relax any or all of these regulations in special case or cases.

Mumbai :  
The 3<sup>rd</sup> December 2018.

SURESH KAKANI,  
Vice Chairman and Managing Director,  
Maharashtra Airport Development Company Limited.